



City of Columbus
Mayor Michael B. Coleman

RETURN TO:
Land Redevelopment Office
Department of Development
109 N. Front Street
Columbus, Ohio 43215
(614) 645-5263

Application for Garden Licenses

Who should complete this application?

This form is for persons requesting a License to use Columbus Land Bank property as a community garden, including a community beautification project.

What will it cost me to obtain a license for the property?

The yearly fee to License a Columbus Land Bank property is ten dollars (\$10.00) for each parcel under one acre. A higher fee will be assessed to parcels over one acre.

What else do I need to know before getting started?

It is in your best interest to read and understand the material in this section before proceeding with the application. Please read the following, then sign and date at the bottom of the next page.

- The City will not license properties with a permanent structure.
- All improvements proposed by the applicant must be approved by the City.
- The City does not provide or pay for water or other utilities for garden sites.
- The property will be licensed "as is."
- The City reserves the absolute right to accept or reject any and all proposals.

Signature (Required)

I have read and understand the information provided on the first page of this document.

X_____ Date_____

Applicant (Please Print)

Name:
Address:
Phone Number(s):
E-mail(s):

Please Respond to the Following Statements:

1. Have you or your 501c3 ever received a notice from the city indicating that you are in violation of the city code, including a Code Enforcement Violation Notice?

☐ Yes

☐ No

If you responded "Yes" to questions 1, please explain:

Property Information

Parcel ID Number (From Franklin County Auditor's Office):

Address (if no address, please indicate a nearby address):

Please describe the proposed garden, including any improvements to the property.

Attachments:

The following information **must** be attached to this document before your application will be processed. The application will be considered incomplete if it is not submitted with all parts.

- **A site plan or drawing of the proposed garden;**
- **A set of rules that will be followed by all individuals participating in the proposed community garden (an example is attached)**
- **Liability waiver and Indemnification signed by all individuals participating in the proposed community garden (attached).** Please note the City reserves the right to perform a background check on the Licensee and other individuals who will participate in the community garden.

Signature (Required)

I hereby authorize the Land Redevelopment Office of the City of Columbus to obtain any criminal or other information necessary to

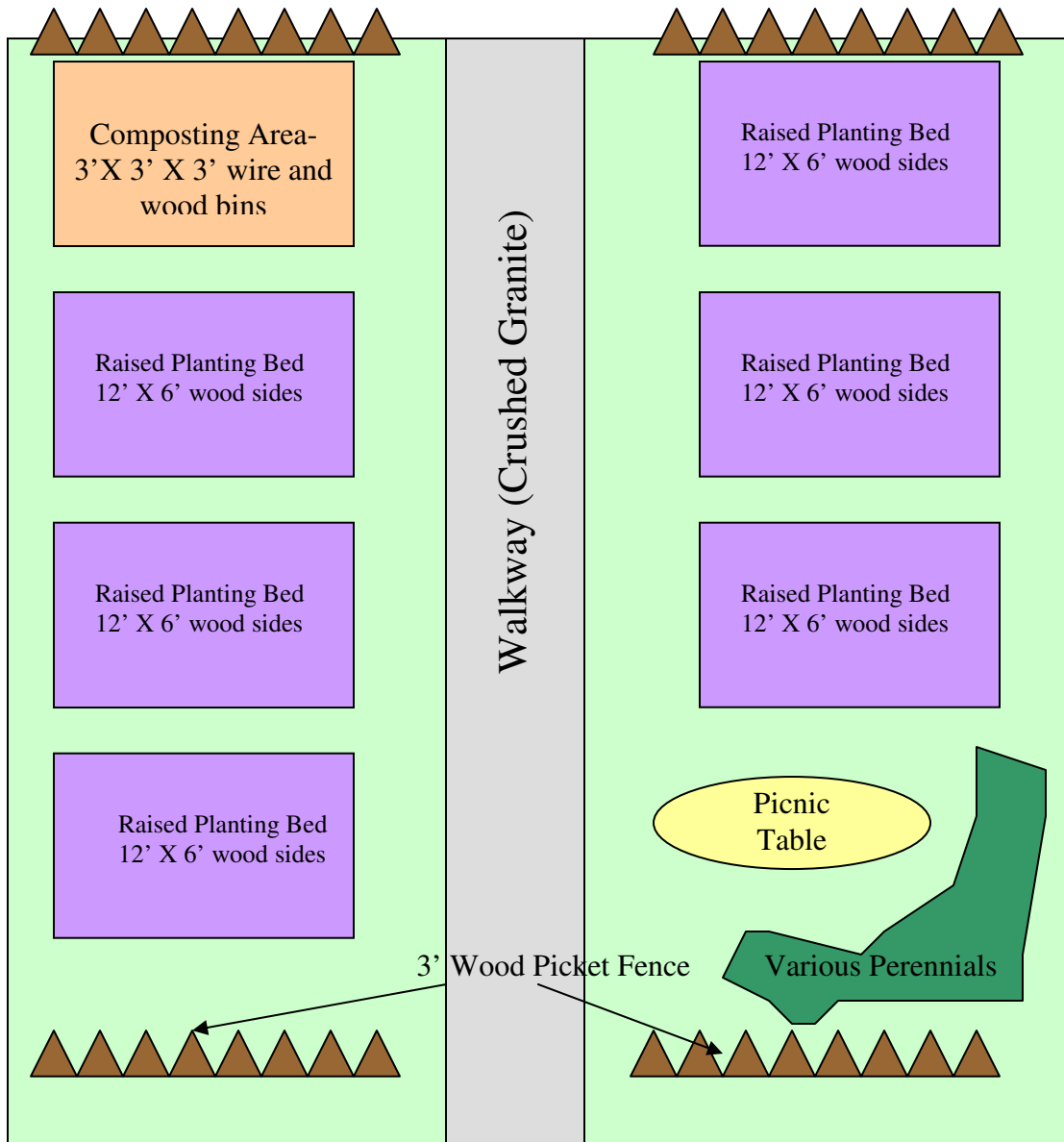
- 1) Determine my ability, or the ability of the party that I represent, to complete the proposed project.
- 2) Verify the information supplied in this application. All the information that I have provided is accurate to the best of my knowledge.

X_____ Date_____

Site Plan

Please draw the proposed garden, including any improvements that you intend to make to the property, including fencing, sheds, paths, water containment, etc. A 6' setback is required from all public sidewalk areas (if sidewalks exist) to prevent mud from getting on the sidewalk.

EXAMPLE



Gardening Rules and Requirements

To continually use City property for community gardens requires the users to maintain good relationships with the abutting neighbors and the surrounding community. At a minimum, all Garden groups must agree and abide by a set of rules that cover the conduct of gardeners while on City property. Each garden group is encouraged to add rules and requirements specific to their program. If your organization already has a set of rules, please submit them with the application. The rules for the conduct of gardeners must include the following:

We/I will not smoke, drink alcoholic beverages, use illegal drugs, or gamble in the garden. I will not come to the garden while under the influence of alcohol or illegal drugs. I will not bring weapons or pets or other animals to the garden.

We/I will respect other gardeners, and I will not use abusive or profane language or discriminate against others.

We/I will work to keep the garden a happy, secure, and enjoyable place where all participants can garden and socialize peacefully in a neighborly manner. I will not play loud music or other actions that may disturb neighbors.

We/I will not use fireworks or light fires on the site.

We/I will keep the garden clean and free of all trash.

Community Garden Liability Waiver and Indemnification

The undersigned, in consideration for the City of Columbus, Land Redevelopment Office allowing him/her/it to enter the Licensed Premises solely for the purpose of conducting gardening activities, does hereby consent and agree to the following:

The undersigned hereby waives and releases the City of Columbus, Ohio, all of its departments and divisions and all of its employees, agents or other representatives from any loss, claim, cause of action, damage, or liability whatsoever, whether, without limitation, strict or absolute liability in tort or by statute imposed, charge, cost or expense, including without limitation, attorneys fees to the extent any damage or loss to property or injury or death of any person that may occur while entering upon and/or conducting gardening related activities at the Licensed Premises.

Further, the undersigned hereby agrees to indemnify the City of Columbus, Ohio, all of its departments and divisions and all of its employees, agents or other representatives against any monetary award, both compensatory and punitive, or equitable relief by a judge or jury that may result from damages or loss to persons or property sustained while entering upon and/or conducting gardening related activities at Licensed Premises.

In no event shall the undersigned or any of his/her heirs, assigns, agents or any other individual or entity acting on behalf of the undersigned be considered, nor shall he/she hold himself/herself out to be, an officer, employee, agent or other representative of the City of Columbus, Ohio.

I have read, understand, and agree to this Liability Waiver and Indemnification.*

I have read, understand and agree to the Gardening Rules and Requirements submitted as a part of the License Agreement.*

Printed Name	Signature	Date
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Attach additional sheets as necessary.

*No one is permitted on the Licensed Premises unless and until they have signed the above Waiver.